

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2019-394-T**

**Application of The Moving Gurus, LLC for
a Class E (Household Goods) Certificate of
Public Convenience and Necessity for
Operation of Motor Vehicle Carrier**

**PREFILED DIRECT
TESTIMONY
OF MICHAEL WRIGHT**

Q. Please state your name, employer, and business address.

A. My name is Michael Wright I am the managing member of Applicant, The Moving Gurus, LLC, ("The Moving Gurus" or "Applicant") located at 209 Depot Street, Unit F2, Greer, South Carolina (29651).

Q. What is the purpose of your testimony?

A. I am testifying in support of The Moving Gurus' Application for a Class E Certificate of Public Convenience and Necessity with statewide authority.

Q. Is The Moving Gurus organized to transact business in the State of South Carolina?

A. Yes, The Moving Gurus is a South Carolina Limited Liability Company established on August 12, 2019. A copy of a certificate of good standing was filed with The Moving Gurus' application, and the company remains in good standing.

Q. How did you become associated with The Moving Gurus?

A. I am the organizer and sole member of The Moving Gurus.

Q. Please tell the Commission about your education and work history?

A. I have a Bachelors degree from Clemson University in Civil Engineering and an unlimited commercial builders license. After years of working for large manufacturing

1 companies as an engineer/project manager/director, I pursued entrepreneurship as a career. Since
2 then I have started four companies that are all in good standing and operating to this day.

3 Michael Wright Constructors LLC (a full service construction company), Helix Spring &
4 Manufacturing LLC (a hardware distributor and manufacturer), WC Ventures LLC a real estate
5 investment company specializing in residential restoration and sales, and most recently The
6 Moving Gurus LLC.

7 **Q. Please describe the services The Moving Gurus would like to provide.**

8 A. The Moving Gurus will provide all services associated with household goods moving
9 such as packing, unpacking, and physical labor.

10 **Q. Do you have any experience providing moving services?**

11 A. While I don't personally have moving experience I have retained an operations manager
12 with 4 years moving experience.

13 **Q. How employees will The Moving Gurus have?**

14 A. The Moving Gurus will initially have 3 employees.

15 **Q. How will you train your employees?**

16 A. Our operations manager has already trained me and another mover to properly and safely
17 pack, load, and unpack household goods. He has trained us in safe transportation practices, and
18 we plan to have monthly safety meetings for our team. Since the vision for this company is
19 healthy and sustainable growth, we are currently creating a training manual based on a set of
20 standards that align with our mission of "100% dedication to service excellence".

21 **Q. Does The Moving Gurus own or lease any vehicles?**

22 A. Yes, The Moving Gurus owns a 2012 26' freightliner box truck.

23 **Q. Does The Moving Gurus plan to acquire other vehicles?**

1 A. Yes. The Moving Gurus plans to by another truck this year and hopefully many more.

2 **Q. Will The Moving Gurus be insured?**

3 A. Yes, The Moving Gurus has liability insurance in the amount of \$2,000,000.00 and cargo
4 insurance in the amount of \$50,000.00.

5 **Q. Has The Moving Gurus submitted a tariff?**

6 A. The Moving Gurus' tariff is attached as Exhibit A.

7 **Q. How will you quote the cost of a move to a customer?**

8 A. The Moving Gurus will only provide an estimated cost of a move, not a fixed price. Our
9 quotes are based upon square footage, moving experience and what clients convey they need.
10 On-site estimates will be performed if deemed necessary.

11 **Q. Does The Moving Gurus have a Bill of Lading?**

12 A. Yes, I've attached a Bill of Lading form to my testimony as Exhibit B.

13 **Q. Will The Moving Gurus provide a Bill of Lading for each move it conducts?**

14 A. Yes.

15 **Q. Why do you believe there is a need for The Moving Gurus' services in South
16 Carolina?**

17 A. As the housing market rebounds from the recession, more people need to the services of
18 good moving companies. According to the Federal Reserve, the state's unemployment rate is
19 about 2.3 % and median family incomes have risen across the state: +4.56 % in the Charleston
20 MSA, , and +7.82 % in the Greenville MSA (income in the Columbia MSA declined 1.43%).

21 See South Carolina Snapshot, February 2020, Federal Reserve Bank of Richmond.¹ The United

1

https://www.richmondfed.org/~media/richmondfedorg/research/regional_economy/reports/snapshot/pdf/snapshot_sc.pdf

1 States Census Bureau estimates South Carolina grew by 11.3% to over 5 million people between
2 April 1, 2010 and July 1, 2019. These numbers suggest that demand for qualified movers will be
3 strong. *See* U.S. Census Bureau Quick Facts, South Carolina, www.census.gov/quickfacts/sc.

4 **Q. How will The Moving Gurus reach its customers?**

5 **A.** We plan to market The Moving Gurus with Google, Facebook, Yelp and Radio or
6 internet music providers.

7 **Q. Is The Moving Gurus financially able to provide service to the public?**

8 **A.** Yes. As shown on our application, The Moving Gurus is financially viable.

9 **Q. Are there any outstanding court orders or judgments against The Moving Gurus or**
10 **you, personally?**

11 **A.** No.

12 **Q. Are you aware of any complaints filed against The Moving Gurus or you with the**
13 **Better Business Bureau, the Chamber of Commerce, or any state or municipal court or**
14 **agency?**

15 **A.** No.

16 **Q. Has The Moving Gurus or have you ever been convicted of a crime?**

17 **A.** I was arrested in 2003 for disorderly conduct. It was an unfortunate incident. Since then,
18 and before, I have not been in any other sort of legal trouble.

19 **Q. Are you familiar with, and do you agree to comply with, the statutes and regulations**
20 **that govern the operation of intrastate household goods movers in South Carolina?**

21 **A.** Yes, and The Moving Gurus will comply with them.
22

1 **Q. Have you published a notice of The Moving Gurus's application?**

2 **A. Yes.** A notice of The Moving Gurus' application was published in the *Post and Courier*
3 newspaper on January 10, 2020 and an affidavit of publication has been filed with the
4 Commission.

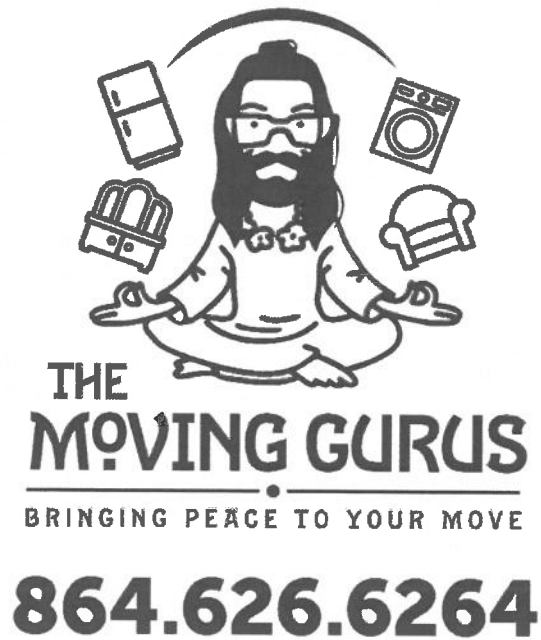
5 **Q. What is The Moving Gurus's plan for the next five years?**

6 **A. Our plan is to build a company that operates to a high standard through well defined**
7 **procedures and processes. We plan to build a recognizable brand during this time as well. By**
8 **following this recipe and keeping with our mission of 100% dedication to service excellence we**
9 **expect to expand into a multi location company.**

10 **Q. Does this conclude your testimony?**

11 **A. Yes.**

EXHIBIT A



The Moving Gurus L.L.C.

209 Depot St. Suite E

Greer, SC 29651

TheGuru@themovinggurus.com

**Regulations and Schedule of Charges Applicable to Intrastate Household goods moved within the
state of South Carolina**

Applicability of Tariff

This tariff describes the rates and fees applicable to the intrastate household goods moved by The Moving Gurus L.L.C. in the state of South Carolina.

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Transportation Charges

All Transportation Charges will be described below.

Hourly Rates and Mileage

The move will be charged on a quarter hour basis with a two-hour minimum charge. Charges will begin when the truck/movers arrive at the location and will end when the customer declares the move to be complete. The time will then be rounded up or down to the nearest quarter hour.

<u>Moving Services</u>	<u>Days</u>	<u>Charges</u>
Two Gurus(pack/unpack/load/unload)	Monday-Thursday	\$110/hr.
Two Gurus and Truck	Monday-Thursday	\$110/hr.
Two Gurus(pack/unpack/load/unload)	Friday-Sunday	\$120/hr.
Two Gurus and Truck	Friday-Sunday	\$120/hr.

Additional Gurus

Each additional Guru will cost \$35/hr. extra

Additional Trucks

Each additional truck will require two Gurus and will be charged the applicable rate according to the day of the week

Downtime

Downtime due to customer will be charged at the standard hourly rate. Downtime due to the Moving Gurus L.L.C. will be charged at a rate of \$0/hour. Downtime due to acts of God like weather, extreme traffic situations, etc. will be charged at ½ the standard hourly rate.

Minimum Charges

A two-hour minimum charge will be applied to all moves under two hours. After two hours customers will be charged by rounding to the nearest quarter hour after the move is complete.

Travel Fee

A \$1.50 / mile fee will be applied for each truck. For moves <20 miles away the cost will be calculated from the office to the location of the load address, any stop between the load and the unload, and then to the unload address. For moves >20 miles away, round trip mileage will be calculated and applied to the bill. In both cases Google Maps will be used to determine the total mileage traveled.

Deposit

A two-hour deposit plus travel fee is required for any job >40 miles from the office location.

Credit Card Fee

A 3% credit card fee will be applied to the end total of any transaction completed using a credit card or debit card.

Heavy/Bulky Item Fees**Pianos (48" or less)**

\$100 min. piano fee for each piano

3 Gurus with a 2-hr. minimum

No Grand Pianos or "Baby Grands"

Travel Fees will be applied as stated above

Pianos (above 48")

\$150 Large piano fee will be applied for each piano

4 Guru @the 2-hour minimum

No Grand Pianos or "Baby Grands"

Travel Fee will be applied as stated above

Gun Cabinet/Gun Safe/Safe (Under 400 lbs)

\$100 Gun safe/Safe fee will be applied for each gun safe

3 Gurus with a 2-hour minimum

Gun safe must be empty

Travel fee will be applied as stated above

Gun Cabinet/Gun Safe/Safe (400-600 lbs)

\$200 Large Safe Fee will be applied for each safe

+ 4 Gurus for a 2-hour minimum

Safe must be empty

Travel Fee will be applied as stated above

Any heavy Item, piano, or gunsafe that must travel more than 5 consecutive steps during a move will require two extra movers.

Heavy Item Fee**200 to 400 lbs.**

2 Gurus with a 2-hour minimum charge plus \$100 heavy item fee

400 to 600 lbs.

4 Gurus with a 2-hour minimum charge plus a \$200 heavy item fee

Supplies

Boxes.....\$2.50 per box(small/med) \$3.50/box(large)

Wardrobe Box.....\$15.00 per box

Blankets.....\$12.00

Cam-buckle Straps.....\$8.00

Packing Paper Cost Charge.....\$20.00

A 6% sales tax will be added to all supplies sold by The Moving Gurus.

The Moving Gurus will not move any item containing gas or any other hazardous materials and reserves the right to decline moving any item the supervisor feels may be dangerous or illegal.

The Moving Gurus reserves the right to decline moving any item of an extremely fragile nature or any item the supervisor feels is improperly packed or stored.

The Moving Gurus is not responsible for any items packed by the customer. Any boxes with items of an extremely fragile nature should be labeled and pointed out to the supervisor

Section 2**1.Claims**

A. All claims for damages, overcharges, or loss must be made within 30 days of the move. Claims may be written and attached to the bill of lading or emailed to theguru@themovinggurus.com All claims made after 30 days will be null and void.

B. The Moving Gurus reserves the right to inspect any damaged items.

C. The Moving Gurus reserves the right to repair the damage in question. If repair is not possible, The Moving Gurus will compensate for the damage using a straight-line depreciation based on the market model.

D. The Moving Gurus does not assume liability for any item of an extremely valuable nature. The Moving Gurus will not accept responsibility for any item of actual or intrinsic value that comes into our possession with or without our knowledge.

2. Delays

The Moving Gurus cannot be responsible for any delays in the transportation of goods due to acts of God or unseen forces.

EXHIBIT B

Combined Uniform Household Goods Bill of Lading and Freight Bill

Name _____ Tel. _____ From _____ Apt. _____ To _____ Apt. _____ Other Stops _____ Moving Date _____ Day _____ Time _____ A.M. P.M.	<div style="text-align: center; color: red; font-weight: bold;">TIME RECORD</div> Start _____ A.M. _____ P.M. Customer Initials _____ Finish _____ A.M. _____ P.M. Customer Initials _____ JOB HOURS _____ TRAVEL TIME _____ TOTAL HOURS _____
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Moving Rate: _____ Vans _____ Men @ \$ _____ Per Job Hr., Plus _____ Hrs. Travel Time _____

ESTIMATE OR REMARKS

(Approx. estimate-packing date-instructions on job-or other info.)

VALUATION

Customer (Shipper) is required to declare in writing the released value of the property. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by their signature hereon to be NOT exceeding 30 () cents per pound per article unless specifically excepted. The Customer (Shipper) hereby declares valuations in excess of the above limits on the following articles:

SHIPPER - IMPORTANT - READ WHAT YOU ARE SIGNING**X**

Article

Value

IMPORTANT

(SIGN BEFORE START OF ANY SERVICE)

The Shipper, subject to and based on the rates, rules, regulations, and conditions in the carriers lawfully published tariff hereby orders the carrier to furnish transportation facilities and service described herein subject to all conditions herein contained including valuation agreed or declared and the conditions on the back hereof which are hereby agreed to by the Shipper and accepted for himself and his assigns. Unless credit arrangements are made in writing the Shipper agrees to pay charges in cash, money order or certified check prior to complete delivery.

CUSTOMER: _____**BY:** _____**MOVER:** _____**BY:** _____**DELIVERY RECEIPT**

Except as specifically endorsed hereon
All services and All articles received in Good Condition

CUSTOMER: _____**BY:** _____**RATES AND DESCRIPTION****CHARGES**

MOVING _____ hours @ \$ _____ per hr.
 OVERTIME _____ hours @ \$ _____ per hr.
 CARTAGE _____ cu. ft. @ \$ _____ per cu. ft.
 WEIGHT _____ lbs. @ \$ _____ per lb.
 PIANO CHGS. _____
 OTHER _____

_____ Barrels, packed @ \$ _____ each
 _____ Barrels, loaned @ \$ _____ each
 _____ Wardrobes @ \$ _____ each
 _____ Cartons or boxes @ \$ _____ each
 _____ Matt cartons @ \$ _____ each

Other _____

Whse. Labor chgs. _____

Storage chgs. _____

Other _____

Carrier Liability; shipper declares the full value of the shipment for the purpose of carrier liability to be:

Amt. \$ _____ @ \$ _____ per \$100.00

TOTAL CHARGES

Advance Deposit _____

BALANCE DUE _____

RECEIVED PAYMENT**MOVER:** _____**BY:** _____

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine, the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners at the property or a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred within 30 days after delivery of the property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part of the claim or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooerage, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as thereon provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in a warehouse, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee can not be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given in the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms, of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense; and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner before loading.

Where the carrier is directed to unload or deliver property (or render any services) at the place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and, all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges; Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him. If the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and in the case of a shipment reconsignee or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsignee or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill at lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2019-394-T
CERTIFICATE OF SERVICE

I, **CARL E. BELL**, hereby certify that I have, on this 17th day of **March** served the *Prefiled Testimony and Exhibits of Michael Wright*, upon the parties listed below by email to the following person(s) and addresses:

Becky Dover , Counsel
SC Department of Consumer Affairs
For Notice Purposes
Email: bdover@scconsumer.gov

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March 17, 2020
Columbia, South Carolina